



REQUEST FOR BIDS AND PROPOSALS

DESIGN AND INSTALLATION OF SOLAR THERMAL DOMESTIC HOT WATER SYSTEM Fire Stations 6 & 8

Bid No. 298-SUS-ARRA-EECBG-02-2010

This project is funded under the American Recovery and Reinvestment Act of 2009

Submittal address: Linda Fowler
Project Manager
Energy Retrofit Projects
City of Asheville
70 Court Plaza
2nd Fl.
P.O. Box 7148
Asheville, NC 28801

Bid Due Date:
Tuesday, May 25, 2010
5:00 PM

Mandatory Pre-bid Conference:
Monday, April 26, 2010
9:00 AM
Asheville Fire Dept. HDQT
100 Court Plaza, 4th Fl. Classroom
Asheville, NC 28801

Inquiries: All inquiries and questions about the bid solicitation must be submitted in writing by email to Linda Fowler at lfowler@ashevillenc.gov.

**CITY OF ASHEVILLE, NORTH CAROLINA
OFFICE OF SUSTAINABILITY**

Bid No. 298-SUS-ARRA-EECBG-02-2010

REQUEST FOR BIDS AND PROPOSALS

**DESIGN AND INSTALLATION OF SOLAR THERMAL DOMESTIC HOT
WATER SYSTEM**

Fire Stations 6 & 8

Bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the design and installation of two solar thermal domestic hot water systems, with Alternates #1 and #2. One system will be located at Fire Station 6, 970 Haywood Rd., Asheville, NC, and one at Fire Station 8, The City of Asheville is seeking the services of a qualified solar energy firm to design and install solar thermal domestic hot water at two fire stations: Station 6, 970 Haywood Rd., Asheville, NC; Station 8, 904 Tunnel Rd., Asheville, NC.

All bids will be received by the City of Asheville, Office of Sustainability, until 5:00 p.m. local time on Tuesday, May 25, 2010.

The U.S. Department of Energy, as part of the American Recovery and Reinvestment Act (ARRA) has granted funds to the City of Asheville, North Carolina, for energy retrofit work to be performed at several city-owned facilities in Asheville, N.C. Increased energy efficiency, reduced energy consumption and reduced energy costs through efficiency improvements in building is a high priority in this project in addition to job creation and increased productivity to spur economic growth and community development.

The U.S. Department of Energy requires all work of the projects, including design and construction, be completed by December 31, 2010. (See Exhibit A, U.S. DEPARTMENT OF ENERGY, SPECIAL TERMS AND CONDITIONS – FINANCIAL ASSISTANCE, SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.)

BID FORM

City of Asheville, NC Office of Sustainability

Bid Request No.: 298-SUS-ARRA-EECBG-02-2010

Due Date: 5:00 pm; May 25, 2010

Request for Bids: Solar Thermal Hot Water Design and Installation, Fire Stations #6 & #8 ; with Alternates

Item	Description	Bid Price
A	Fire Station #6, 970 Haywood Rd., Asheville, NC: Solar Thermal domestic hot water system. Design, provide and install system per specifications. Include details of the system on an attached sheet.	\$
B	Fire Station #8, 904 Tunnel Rd., Asheville, NC: Solar Thermal domestic hot water system. Design, provide and install system per specifications. Included details of the system on an attached sheet.	\$
C	Fire Station #8, 904 Tunnel Rd., Asheville, NC. Provide and install a new 120 gallon domestic hot water heater.	\$
D	Alternate #1: Provide annual service for both solar thermal systems for three years following the end of the one year warranty period. Service price to include inspection and labor for repairs.	\$
E	Alternate #2: Provide one-half day training in operation and maintenance of the solar thermal systems for up to six (6) City of Asheville employees.	\$

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Web Address: _____

Submitted By: (Signature) _____

Print Name & Title: _____

Email address: _____

Fax No.: _____

Federal Taxpayer ID: _____

DUNS #: _____

BID CONDITIONS and REQUIREMENTS

1. The City of Asheville will receive bids on this project until 5:00 pm local time on Tuesday, May 25, 2010.
2. Bidders must be licensed to perform work in the City of Asheville, NC.
3. City of Asheville reserves the right to evaluate all bids especially where there is a wide range in specifications or to reject any and all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City of Asheville.
4. Bidder must have completed a minimum of five similar solar thermal systems. Bidder shall provide a list of not less than five projects, with descriptions of the project, a contact person for each project and contact information for each listed reference.
5. All bid prices must be guaranteed for a minimum of ninety (90) days from the date of submittal.
6. **A MANDATORY pre-bid conference will be held on Monday, April 26, at Asheville Fire Department HDQT, 100 Court Plaza, 4th Floor Training Room, Asheville, NC.**

The Bid package should be provided in the following format.

1. List City of Asheville license number and license classification.
2. A listing of relevant experience for projects previously completed. Key personal, partnerships with other firms, references and project costs must be included for each project. A contact person must be provided for the owner of each project. This person shall be someone who worked closely with the project and the contracting firm. Provide full contact information for each reference.
3. A list of company personnel who will be assigned to these projects and their individual qualifications to perform the work of the contract.
4. The Bid Form, which is included in this package.
5. For Item A and Item B, attach an additional sheet detailing the system to be provided. The detail sheet shall include a full description of all equipment and materials to be included in the proposed system, with names of manufacturers and associated technical specifications. The detail sheet shall include the name of the Project (Asheville Solar Thermal Domestic Hot Water System), name of the bidder, the submittal date, and the name, title and signature of the person authorized to submit the bid.
6. A signed statement that guarantees bid prices for no less than ninety (90) days from the date of bid opening.

Participation by local and/or minority business should be indicated by percentage and type of work to be performed.

BID SPECIFICATIONS

SCOPE OF THE WORK

Item A. Provide all required services to design and install a complete and operational solar thermal domestic hot water system for Fire Station 6, located at 970 Haywood Rd., Asheville, NC.

Fire Station 6 is staffed 24 hours a day by six fire fighters. The domestic hot water system provides water for showering, laundry and cooking needs.

The system is to include solar thermal collectors, mounting hardware, interconnecting pipes, motors and pumps as required, heat transfer fluid, hot water collection tank (tank to be located inside the building), controls and control wiring, ancillary system valves and all other parts and labor as required for a complete and operational system.

System and parts to be certified by the Solar Rating and Certification Corporation (SRCC).

System to comply with SRCC OG-300, Solar Water Heating System Design and Installation Guidelines.

Contractor shall provide Operation and Maintenance manuals for all equipment included in this bid.

Contractor shall provide a one year materials and workmanship warranty for the entire system.

Contractor shall coordinate installation activities with the roofing contractor to assure all roof penetrations are sealed and protected so as to maintain the roof warranty.

Contractor shall provide all required permits and coordinate all inspections as required by the City of Asheville.

Item B. Provide all required services to design and install a complete and operational solar thermal domestic hot water system for Fire Station 8, located at 904 Tunnel Rd., Asheville, NC.

Fire Station 8 is staffed 24 hours a day by seven fire fighters. The domestic hot water system provides water for showering, laundry and cooking needs.

System is to include solar thermal collectors, mounting hardware, interconnecting pipes, motors and pumps as required, heat transfer fluid, hot water collection tank (tank to be located inside the building), controls and control wiring, ancillary system valves and all other parts and labor as required for a complete and operational system.

System and parts to be certified by the Solar Rating and Certification Corporation (SRCC).

System to comply with SRCC OG-300, Solar Water Heating System Design and Installation Guidelines.

Contractor shall provide Operation and Maintenance manuals for all equipment included in this bid.

Contractor shall provide a one year materials and workmanship warranty for the entire system.

Contractor shall provide repair of all roof penetrations as a part of the installation of the system. Price for this repair is to be included in the bid price for this item. These repairs are to be performed by a licensed roofing contractor and are to be included in the warranty coverage for the system.

Contractor shall provide all required permits and coordinate all inspections as required by the City of Asheville.

Item C. Provide and install a new appropriately sized domestic hot water heater for use in the fire station. Hot water heater to be Energy Star rated. Include in the bid all connection necessary to provide an operational system.

Item D. Alternate #1: Provide annual service for both solar thermal systems for three years following the end of the one year warranty period. Service price to include inspection and labor for repairs.

Item E. Alternate #2: Provide one-half day training in operation and maintenance of the solar thermal systems for up to six (6) City of Asheville employees.

MAILING INSTRUCTIONS

1. Bidder to submit a complete, fully executed and signed bid document.
2. If mailed, bid should be forwarded by certified U. S. Postal Service. Please address and mark your bid as shown below.

**Linda Fowler
Project Manager
Energy Retrofit Projects
City of Asheville
70 Court Plaza
2nd Fl.
P.O. Box 7148
Asheville, NC 28801**

Bid No. 298-SUS-ARRA-EECBG-02-2010

**DESIGN AND INSTALLATION OF SOLAR
THERMAL DOMESTIC HOT WATER SYSTEM
Fire Stations 6 & 8**

3. If forwarded other than by U.S. Postal Service, delivery must be made directly to City of Asheville, 70 Court Plaza, Room 301, Asheville, North Carolina 28801.

**GENERAL CONDITIONS and REQUIREMENTS
For Solar Thermal Domestic Hot Water System
Fire Stations 6 & 8
City of Asheville, NC**

1. GENERAL CONDITIONS

- a. This Agreement embodies all the representations, rights, duties, and obligations of the parties. Any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- b. The Contractor shall be properly licensed and skilled in their respective trade in North Carolina, and shall have performed a minimum of five (5) similar projects for which references are provided. Provide a contact person and a telephone number for each reference. The contact person should be someone who worked closely with the firm in the installation of the solar thermal system.
- c. The work shall be conducted so as to minimize inconvenience to the City of Asheville Fire Department. Access as required by the City Fire Department to the facility shall be maintained by the Contractor throughout construction unless prior written approval is otherwise obtained in advance. Fire stations are to remain habitable throughout the work of the project. The Contractor shall provide signs, barricades, and warning devices to ensure safe passage for both vehicular and pedestrian traffic at all times.
- d. The Contractor shall make necessary provisions to protect the surrounding area and shall be responsible for full restoration of any damages and/or costs of restoration to the construction site. All damages on the site, incidental to the installation of the work described in the attached specifications shall be repaired or replaced by the Contractor.
- e. The Contractor shall make necessary provisions to protect structures and property from any and all damage arising out of, relating to, or resulting from this work. Also, all debris, rubbish, waste, and recyclable materials shall be removed from the site by the Contractor and at the Contractor's expense.
- f. To the greatest extent possible the City encourages recycling of all materials and waste removed from this project.
- g. All sales tax levied on materials entering into this project shall be paid by the Contractor, including the Optional Sales and Use Tax.
- h. Contractor shall obtain any applicable license and/or permits prior to the start of construction and shall notify the necessary inspectors at the required times during construction to obtain needed inspections.
- i. Contractor shall obtain a written certificate of compliance upon completion of the permitted work and before final payment is made.
- j. The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his/her employees at work; and at the completion of the work, s/he shall remove all his rubbish from and about the

building and all his tools, scaffolding and surplus materials and shall leave the premises "broom clean" or its equivalent. It is further agreed that all materials and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor, unless otherwise specified in the work

k. The Contractor shall, upon completion of the work, and before final payment is authorized by the City or its agent, furnish the City with an affidavit certifying that all charges for materials and any other expenses incurred by the Contractor pertaining to the execution of this Agreement have been paid in full, to the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment on the Agreement amount will be made only after final inspection and acceptance of all work to be performed by the Contractor, and the Contractor submits satisfactory releases of liens or claims for liens by the Contractor, subcontractor, laborers, and materials suppliers.

2. **WARRANTIES AND GUARANTEES**

All work is to be warranted and guaranteed against materials, equipment, and workmanship defects for a period of one (1) year. Any and all manufacturers' warranties shall be assigned to the City.

3. **TERMINATION**

The City may terminate this Agreement upon ten (10) days written notice to the Contractor. In that event, the Contractor shall be paid for any completed work done which is satisfactory to the City. In the event the Contractor should terminate this Agreement, the expenses which the City incurs as a result of securing a new Contractor shall be deducted from any payments owed to the Contractor by the City.

The Contractor will be required to provide to the City, upon termination, an executed release of lien before final payment is processed.

4. **MINORITY BUSINESS PLAN**

The City of Asheville has adopted a Minority Business Plan to encourage participation by women and minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to the Coordinator for the Minority Business Program, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 232-4566 or by e-mail at minoritybusiness@ashevillenc.gov. *You can access two sources for certified minority firms at www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h and www.doa.state.nc.us/hub to search for vendors.* It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

5. **RIGHT TO AUDIT**

Contractor shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of Contractor that are pertinent to this Agreement to perform examinations and audits. Contractor shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

6. BID EVALUATION

The City reserves the right to evaluate all bids especially where there is a wide range in specifications or to reject or negotiate any and all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City of Asheville.

Evaluation of all proposals will be accomplished in the following manner:

1. A review committee will be composed of city staff.
2. Review committee members will study each proposal and rate them on a standardized form. The form will consist of the following categories:
 - a. Ability to partner with the City of Asheville to design and install an appropriate solar hot water system for the needs of each fire station, as evidenced by past performance on similar projects. This includes the capability to perform site specific design work and produce required drawings and specifications. 25%
 - b. Ability to commit resources: work force of adequate number and skill level to pursue the work without interruption and complete the projects in a timely manner, as shown by installer certification in the industry and by past performance. 20%
 - c. Cost of systems and alternates. 30%
 - d. Pertinent experience of the firm as demonstrated by interviews with references provided as a part of the bid requirements. 20%
 - e. Preference given to businesses located in the twenty-three Western North Carolina counties. 5%

The Counties are:

Alleghany	Ashe	Avery
Buncombe	Burke	Caldwell
Cherokee	Clay	Graham
Haywood	Henderson	Jackson
Macon	Madison	McDowell
Mitchell	Polk	Rutherford
Swain	Transylvania	Watauga
Wilkes	Yancey	

The review committee will select the most qualified firm based on the above criteria. In the event that the committee determines that more than one firm is equally qualified, they may elect to short list these firms for further review. This review may consist of interviews.

6. **CREATIVE FINANCING.** Options for creative financing that may be offered by the contractor, while not a requirement of the bid, will be considered by the City.

SPECIAL TERMS AND CONDITIONS
For Solar Thermal Domestic Hot Water System
Fire Stations 6 & 8
City of Asheville, NC

1. **DETAILED SPECIFICATIONS:** Specifications for this equipment are included with the bid request. Bids to be submitted in accordance with the attached specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the design, furnishing and installation of the system identified herein. All things not expressly stated in the attached specifications, General Conditions or Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
3. **ISSUING OFFICE:** This bid request is issued by the City of Asheville Office of Sustainability, 70 Court Plaza, 2nd Floor, P. O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to: Linda Fowler at lfowler@ashevillenc.gov, telephone (828) 337-2676.
4. **CLARIFICATIONS / INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City of Asheville Office of Sustainability. Technical inquiries may be directed to the individual named herein. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Office of Sustainability. **Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals.** The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
5. **COMPLIANCE WITH RULES AND REGULATIONS:** The equipment furnished must comply with all applicable provisions of the American Recovery and Reinvestment Act of 2009, as detailed in Exhibit A & Exhibit B.

6. **GENERAL REQUIREMENTS:** The equipment furnished shall be new and unused and the manufacturer's latest listed and published stock model, or models which meet all the applicable requirements of these specifications.
7. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as nonresponsive. The City of Asheville reserves the right to permit the bidder/vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of Asheville of non-responsiveness.
8. **BIDDERS SUBMITTALS:** Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.
9. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
10. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bids and Proposals and any addenda thereto, plus the City's issuance of a City of Asheville signed contract for the proposed goods and/or services shall constitute a binding contract.
11. **INDEMNIFICATION:** The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.
12. **ASSIGNMENT:** During the performance of the contract, the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville.
13. **VENDOR APPLICATION AND PRIVILEGE LICENSE:** Bidders/vendors that have not previously submitted (within last 12 months) a vendor's application and/or privilege license should download an application from the City website at www.ashevillenc.gov and submit with their bid.
14. The vendor shall be responsible for seeing that any and all laws of the State of North Carolina concerning certificate of origin, title, transit or transportation documents, et al, are complied with in all respects.

15. **VENDOR SUPPORT/SERVICE AND PARTS:** The contractor of the Solar Thermal Domestic Hot Water system shall maintain service parts inventory at a central location which is accessible to the City of Asheville maintenance staff. The City of Asheville reserves the right to reject bids from vendors that have failed to perform satisfactorily under previous contracts with the City of Asheville and/or vendors that cannot produce satisfactory evidence that they can furnish promptly all spare parts needed for ordinary service and repair of the equipment herein specified. Repair parts should be available within three days.
16. **WARRANTY:** Bidder to include the warranty provisions as outlined in bid specifications.
17. **TAX EXEMPTIONS:** The City of Asheville is exempt from Federal Excise Tax but not State and Local Sales Tax.
18. **SUBMITTALS:** Bidders to submit one (1) **original bid package and four (4) complete copies.**
19. **INSURANCE REQUIREMENTS:** The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:
 - a. Commercial General Liability: \$1,000,000 (Products and Completed Operations)
 - b. Umbrella Liability: \$2,000,000
 - c. Each Occurrence: \$1,000,000
 - d. Workers Compensation: Statutory
 - e. Automobile Liability: \$1,000,000

Liability Coverage shall be written on a Commercial General Liability form and must include finished products/completed operations. The policy shall be written on an occurrence form and shall include Contractual Liability coverage.

The required limits can be provided by one or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests. **Within 14 days following notice of award, the successful bidder shall furnish the City of Asheville with a current Certificate of Insurance with coverage listed above.** The certificate shall be an original, no photocopies shall be accepted. The designated certificate holder shall be: City of Asheville, Attn: Risk Management Division, P.O. Box 7148, Asheville, NC 28802. The Certificate of Insurance shall provide that the City be given 30 days advance notice of cancellation, nonrenewal or material change in coverage.

24. **EVALUATION AND SELECTION OF BIDS:** The evaluation of bids shall center on the match between the stated specifications and other requirements included in the bid request and the bidder's proposal including selection of the lowest responsible and responsive bidder. The statutory provisions controlling purchasing by local governments in N. C. (GS 143) includes selection standards for use in making of awards. The provision reads, "All contracts shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract". The City of Asheville reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of the City of Asheville.
25. **All bids shall be made firm for no less than ninety (90) days.**
26. **MINORITY BUSINESS PARTICIPATION:** The City of Asheville has adopted a Minority Business Plan to encourage participation by minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to James Lee, Minority Business Coordinator, at 828-232-4566 or to the City of Asheville Purchasing Division Office at 828-259-5950. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs, and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.
27. **DUNS Number:** A Dun and Bradstreet number is required of all bidders on this project. DUNS numbers may be obtained at this web site:
<http://smallbusiness.dnb.com>

City of Asheville Minority Business Program **Minority Business Compliance Requirements – Building** **Construction Only**

Effective January 1, 2002, Senate Bill 914 went into effect for *building construction projects*. Our office is modeling the forms provided from the Office of State Construction in order to make usage easier in our area. We additionally have a 72-hour delay for minimum compliance, which means that some forms are not due until after the opening of the bid documents. The Bidder must provide, with the bid, the 'Listing of Good Faith Efforts' (Form A) and either the 'Intent to Perform Contract with Own Workforce' (Form B) or the 'Identification of Minority Business Participation' (Form C).

The following is a description of the Minority Business Forms and what a bidder must do to submit a responsible bid:

- **Form A (Listing of Good Faith Efforts):**
 This affidavit provides ways in which the general contractor can actively work to increase participation by minority and women owned firms. For building construction projects subject to GS143-128.2, the bidder must earn at least 50 points for their bid to be considered responsive. *Must be included with the Bid.*
- **Form B (Intent to Perform Contract with Own Workforce):**
 This affidavit certifies that the bidder can perform the work without the use of subcontracting. *No additional forms are needed beyond this form after bids are opened.*
- **Form C (Identification of Minority Business Participation):**
 This form is due at bid opening if you will be subcontracting work. Within 72-hours of the bid opening, the bidder must submit the 'Portion of the Work to be Performed by Minority Firms' (Form D) or the 'Good Faith Efforts Documentation' (Form E) depending on the utilization of certified minority firms. *Please read forms carefully.*
- **Form D (Portion of the Work to be Performed by Minority Firms):**
 This affidavit is to be provided 72-hours after bid opening by the lowest bidder if the portion of work is equal or greater than the percentages set forth in the Minority Business Plan.
- **Form E (Good Faith Efforts):**
 This affidavit is to be provided 72-hours after bid opening by the lowest bidder if the portion of work is less than the percentages set forth in the Minority Business Plan.
- **Minority Business Documentation for Contract Payments – For Office Use Only:**
 The Minority Business Program Coordinator will send this form quarterly to contractors for payment information on subcontracts with certified minority firms on City of Asheville projects. If you have questions, please contact our office at (828) 232-4566 or Fax (828) 350-0030 or by email at minoritybusiness@ashevillenc.gov.

Construction

African Americans	3%
Hispanic, Asian & Native Americans	1%
Women	8%

Procurement

African Americans	5%
Hispanic, Asian & Native Americans	2%
Women	18%

Professional Services

African Americans	7%
Hispanic, Asian & Native Americans	7%
Women	37%

Other Services

African Americans	10%
Hispanic, Asian & Native Americans	2%
Women	18%

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Listing of Good Faith Efforts (Form A)

Building Construction Only

Affidavit of: _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

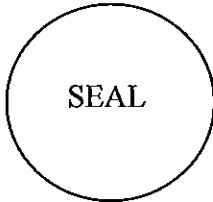
(Bidders on Construction Projects Only must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended pre-bid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Providing assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the **Identification of Minority Business Participation** schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____
20____

Notary Public _____

My commission expires _____

Attach to Bid if Not Subcontracting Attach to Bid if Not Subcontracting Attach to Bid if Not Subcontracting

Intent to Perform Contract with Own Workforce (Form B)
Building Construction Only

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

I, _____
(Name of Bidder)

(Project Name)

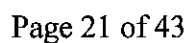
Work type

[illegible]

The total value of minority business contracting will be \$ _____ or _____ % of our firm's total bid

Date: _____ **Name of Authorized Officer:** _____

Title: _____



Portion of the Work to be Performed by Minority Firms **(Form D)** **Building Construction Only**

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is **equal to or greater than the percentage set forth by the Minority Business Plan (see below)** of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

City of Asheville – African Americans – 3%; Hispanic, Asian & Native Americans – 1%; Women – 8%

Affidavit of _____
 (Name of Bidder)

I do hereby certify that on the _____
 (Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required.

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A)
 American Indian (I) and Women (W)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

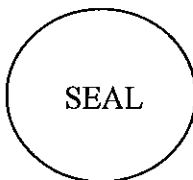
Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public _____

My commission expires _____



Good Faith Efforts (Form E)

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goals set forth by the Minority Business Plan for participation by minority businesses **are not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts 72-hours following the date of bid:

Affidavit of: _____
(Name of Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.
(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

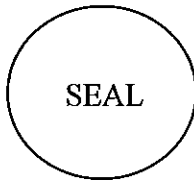
*Minority categories: Black, African American (B), Hispanic (H), Asian American (A)
American Indian (I), and Women (W)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____
Signature: _____



Title: _____
State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____
_____ 20 _____
Notary Public _____
My commission expires _____

Exhibit "A"

U.S. DEPARTMENT OF ENERGY

SPECIAL TERMS AND CONDITIONS – FINANCIAL ASSISTANCE

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds

and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to: Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Request for Reimbursement

Recipients must provide information with its submission of the SF-270, Request for Advance or Reimbursement, to identify the portion of the request that is associated with Recovery Act projects.

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

K. RESERVED

L. RESERVED

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for

Grants and Agreements" and OMB Circular A-- 102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS -- SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. As used in this award term and condition--

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference. (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:
 none

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that--

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act . (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost
(dollars)*			

Item 1:

Foreign steel, iron, or manufactured good _____

Domestic steel, iron, or manufactured good _____

Item 2:

Foreign steel, iron, or manufactured good _____

Domestic steel, iron, or manufactured good _____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates

not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts.

Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

DAVIS BACON ACT REQUIREMENTS

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act

(a) Definition.--"Site of the work"--

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the award or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph

(a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of

the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the

recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages

See Exhibit "B", Davis Bacon Wage Determination.

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to this award. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

Payrolls and Basic Records

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the article entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any award work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and

completely all of the information required to be maintained under paragraph (a) of this article. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the -- Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the award and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this article and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the award during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the award.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this article.

(4) The falsification of any of the certifications in this article may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this article available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Withholding of Funds

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this award or any other Federal award with the same Prime Contractor, or any other federally assisted award subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the award. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the award, the Contracting Officer may, after written notice to the Contractor, take such action

as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Apprentices and Trainees

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this article, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this article shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this award.

Subcontracts (Labor Standards)

(a) Definition. "Construction, alteration or repair," as used in this article means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the article entitled Davis Bacon Act of this award, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the Davis-Bacon Act article, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the Davis Bacon Act article, in the "site of the work" definition).

(b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the articles entitled--

(1) Davis-Bacon Act;

(2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the article is included in this award);

- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination -- Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility.

(c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the award articles cited in paragraph (b).

(d)(1) Within 14 days after issuance of the award, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the articles set forth in paragraph (b) of this article have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this article, including this paragraph (e) in all subcontracts for construction within the United States.

Contract Termination -- Debarment

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act -- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this award.

Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning of this article include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Certification of Eligibility

(a) By entering into this award, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this award must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the award. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

Exhibit "B" – Davis Bacon Wage Determination

General Decision Number: NC080016 07/24/2009 NC16

Superseded General Decision Number: NC20070016

State: North Carolina

Construction Type: Building

Counties: Buncombe, Haywood, Henderson, Madison, McDowell, Transylvania and Yancey Counties in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	02/08/2008
1	07/25/2008
2	07/24/2009

* SUNC1990-010 02/12/1990

	Rates	Fringes
Air conditioning mechanic.....	\$ 7.50	
Boilermaker.....	\$ 16.20	4.105
Bricklayer.....	\$ 7.77	
Carpenter.....	\$ 7.25	
Cement mason/concrete finisher.....	\$ 7.25	
Electrician.....	\$ 8.36	
Glazier.....	\$ 10.00	
Insulator/asbestos worker.....	\$ 8.50	
Ironworker.....	\$ 7.25	
Laborers:		
Asphalt raker.....	\$ 7.25	
General.....	\$ 7.25	
Mason tender.....	\$ 7.25	
Mortar mixer.....	\$ 7.25	
Plasterer tender.....	\$ 7.25	
Painter.....	\$ 8.00	
Plasterer.....	\$ 8.40	.40
Plumber/pipefitter.....	\$ 8.06	
Power equipment operators:		
Backhoe.....	\$ 7.25	
Bulldozer.....	\$ 7.25	
Compactor.....	\$ 7.25	
Crane.....	\$ 9.00	
Grader.....	\$ 7.25	
Loader.....	\$ 7.25	
Lute person.....	\$ 7.25	
Pan/scraper.....	\$ 7.25	
Paver, distributor, screed.....	\$ 7.25	
Roller.....	\$ 7.25	
Tractor.....	\$ 7.25	
Trenching machine.....	\$ 7.25	
Roofer.....	\$ 7.25	
Sheet metal worker.....	\$ 7.25	
Soft floor layer.....	\$ 9.50	
Sprinkler fitter.....	\$ 7.25	

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Truck driver.....\$ 7.25
 LATHER.....\$ 7.25
 (rble, Tile & Terrazzo
 workers.....\$ 7.25
 Terrazzo Grinders.....\$ 7.25

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
 listed under the identifier do not reflect collectively
 bargained wage and fringe benefit rates. Other designations
 indicate unions whose rates have been determined to be
 prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
 be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
 a wage determination matter
- * a conformance (additional classification and rate) ruling

(- a survey related matters, initial contact, including requests
 for summaries of surveys, should be with the Wage and Hour
 Regional Office for the area in which the survey was conducted
 because those Regional Offices have responsibility for the
 Davis-Bacon survey program. If the response from this initial
 contact is not satisfactory, then the process described in 2.)
 and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
 process described here, initial contact should be with the
 Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
 interested party (those affected by the action) can request
 review and reconsideration from the Wage and Hour Administrator
 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the
 interested party's position and by any information (wage
 payment data, project description, area practice material,
 etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
 interested party may appeal directly to the Administrative
 Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.

[http://www.wdol.gov/wdol/office/davisbacon/NC16.dvb\[9/22/2009 5:38:33 PM\]](http://www.wdol.gov/wdol/office/davisbacon/NC16.dvb[9/22/2009 5:38:33 PM])

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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